

MASSACHUSETTS

Massachusetts Chapter 701 - 1983

SUBCONTRACT

THIS AGREEMENT made this **2nd** day of **July, 2001**, by and between
Eastern Contractors, Inc., 571 Union Avenue, Framingham, Massachusetts 01701
a corporation organization and existing under the laws of **MASSACHUSETTS**
a partnership consisting of
an individual doing business as
hereinafter called the "Contractor" and **S & R Construction Co., Inc., 60 Deyerville Av,**
Johnston, RI 02919

Tel: 401 - 831 - 6337

Fax: 401 - 831 - 1057

Contact: Rand Santos

a corporation organized and existing under the laws of **MASSACHUSETTS**
a partnership consisting of
an individual doing business as

hereinafter called the "Subcontractor",

WITNESSETH that the Contractor and the Subcontractors for the considerations hereafter named, agree as follows:

1. The Subcontractor agrees to furnish all labor and materials required for the completion of all work specified in Section No. 02000, 02071, 02100, 02200, 02221, 02500, 02525, 02600, 02700, 02730, 02800, 02930, 03302.

of the plans and specifications to furnish & install: Subsurface Investigation, Site demolition, Site Preparation, Earthwork, Building Demolition: filling bldg. foundation only, Bituminous paving, Curbing & Edging, Fire & Domestic Water System, Storm Drainage System, Sewerage System, Site improvement: Compaction and fine grade of Sub base, Rip rap Slope only, Lawns: Screen And Spread loam, Concrete for Site work: Light pole bases, Thrust blocks for utility, Utility casting concrete collars, Concrete encasement for utility crossing and conduit. Police details for site work only, dust control, snow removal when site contractor is on site, Unload rebar, As built drawings, layout & Engineering from benchmark. Including Phasing requirement.

(Name of Sub-Trade)

Including staging, safety, OSHA and Indemnification requirements.

and the plans referred to therein and addenda No. 1, 2, 3, 4.

for the **Construction of New Lynnfiled Middle School, 505 Main Street, Lynnfield, MA 01940**

(Complete title of the project and the project number taken form the title page of the specifications)

Architecture Involution, LLC, 286 Boston Post Road, Wayland, MA 01778

TEL: 508 - 358 - 0790

FAX: 508 - 358 - 0791

(Name of the Designer)

for the sum of **One Million four hundred eighty seven thousand dollars.....\$1,487,000.00**

and the Contractor agrees to pay the Subcontractor said sum for said work. This price includes the following alternates (and other items set forth in the sub-bid):

Alternate No (s) 1 and 2

The Subcontractor agrees to be bound to the Contractor by the terms of the hereinbefore described plans, specifications (Including all general conditions stated therein) and addenda No. 1, 2,3,4 assume to the Contractor all the obligations and responsibilities that the Contractor by those documents assumes to

The Town of Lynnfield (10% retainage withheld)

(Awarding Authority)

hereinafter called the "Awarding Authority", except to the extent that provisions contained therein are by their terms or by law applicable only to the contractor.

(B) The Contractor agrees to be bound to the Subcontractor by the terms of the hereinbefore described documents and to assume to the Subcontractor all the obligations and responsibilities that the Awarding Authority by the terms of the hereinbefore described documents assumes to the Contractor, except to the extent that provisions contained therein are by their terms or by law applicable only to the Awarding Authority.

2. The Contractor agrees to begin, prosecute and complete the entire work specified by the Awarding Authority in an orderly manner so that the Subcontractor will be able to begin,

Subcontract Page 2

Project name: New Lynnfiled Middle School

Specification: 02000, 02071, 02100, 02200, 02221, 02500, 02525, 02600, 02700, 02730, 02800, 02930, 03302.

prosecute and complete the work described in this subcontract; and, in consideration thereof, upon notice from the Contractor, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete the work described in this Subcontract in an orderly manner and with due consideration to the date or time specified by the Awarding Authority for the completion of the entire work.

3. The Subcontractor agrees to furnish to the Contractor within a reasonable time after the execution of this subcontract, evidence of workmen's compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Awarding Authority by the Contractor.

4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is give by the Contractor to the Subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.

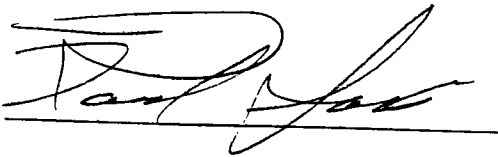
5. This agreement is contingent upon the execution of a general contract between the Contractor and the Awarding Authority for the complete work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written Additional cost to completely Furnish & install all the items as stated in Section 02730, Sewage System equals Fifty Thousand dollars. \$50,000.00K
Cost of A Payment and Performance Bond in the amount of 100% of the Contract value is included in the contract amount.

Allowances: 50 Cubic Yard of Trench Rock.
100 Cubic Yard Of Open Ldge.

Seal Witness

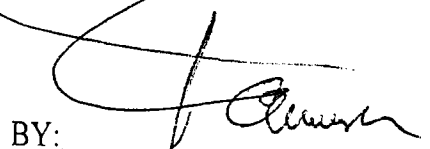
S & R CONSTRUCTION CO., INC.,



By: ROCCO IZZO JR. V.P. - TREAS.
(Print Name & Title)

Seal Winess

EASTERN CONTRACTORS, INC.

BY: 
Ramesh Motwane, President

~~Section 02730 "Sewerage System" limited to furnish and install 4,000 gal grease trap and gravity sewer to new pump station, Excavation and backfill of pump station is also included in this scope.~~

Rk

Subcontract Page 3
Project name: New Lynnfiled Middle School
Specification:

**SUBCONTRACT
INSURANCE INDEMNIFICATION**

To the fullest extent permitted by the law, the subcontractor shall indemnify and hold harmless the owner, the General Contractor and the architect/Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of, relating to, or resulting from performances of the work and or subcontractors operations under this agreement, including but not limited to claim, damage, losses or expense (1) attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (2) caused in whole or in part by negligent act or omission of the Subcontractor, and Sub-Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligations shall not be construed to limit or otherwise reduce to any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.

In any and all claims against the Owner, the General Contractor or the Architect/Engineer or any of their agents or employees, by any employee of the Subcontractor, any Sub-Subcontractor, anyone directly or indirectly employed by Subcontractor, its Subcontractors or suppliers, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor or any Sub-subcontractor workers or workmen compensation acts, disability benefit acts, or other employee benefit act.